

# EXHIBIT A

EXHIBIT A



John Hancock Life Insurance Company of New York  
A Stock Company

LIFE INSURED     LILLY SEGAL  
POLICY NUMBER     93 973 600  
PLAN NAME     Performance UL

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY  
ADJUSTABLE DEATH BENEFIT  
BENEFIT PAYABLE ON LIFE INSURED'S DEATH  
FLEXIBLE PREMIUMS PAYABLE TO AGE 121 DURING THE LIFE INSURED'S LIFETIME  
NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy, if the Life Insured dies while the policy is in force, the John Hancock Life Insurance Company of New York ("the Company") agrees to pay the Insurance Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum.

READ YOUR POLICY CAREFULLY. It is a contract between you and us.

RIGHT TO RETURN POLICY. Within either (1) TEN DAYS after receiving your policy if it does not replace another policy; or (2) SIXTY DAYS if it replaces an existing policy, you can return it for cancellation by delivering or mailing it to us or the agent who sold it. Immediately upon delivery or mailing, the policy will be void from the beginning. We will refund in full the premium paid.

Signed for the Company by:

Handwritten signature of James D. Gallagher in dark ink.  
President

Handwritten signature of Emanuel H. Hines in dark ink.  
Secretary

**Policy Provisions**

**Section**

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**1. POLICY SPECIFICATIONS**

Life Insured	LILLY SEGAL	Plan Name	Performance UL
Age at Policy Date	82	Policy Number	93 973 600
Sex	Female	Issue Date	March 5, 2008
Risk Classification	Preferred Non Smoker	Policy Date	March 5, 2008
Additional Ratings	Not Applicable		
Owner, Beneficiary	As designated in the application or subsequently changed		
Death Benefit Option at Issue	Option 1		
Life Insurance Qualification Test Elected	Cash Value Accumulation Test		
	Base Face Amount at Issue	\$9,500,000.00	
	Supplemental Face Amount at Issue	\$0.00	
	Total Face Amount at Issue	\$9,500,000.00	
Governing Law	New York		
	<b><u>PREMIUMS AT ISSUE</u></b>		
Premium Mode	Semi-Annual		
Planned Premium	1. \$430,565.73 for year 1 - 1 2. \$426,360.00 for years 2 - 18 3. \$0.00 thereafter		
Minimum Initial Premium	\$35,537.08		
No-Lapse Guarantee Premium	\$426,445.04 per year		

**Notice:** This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid until Age 121. Premium payments in addition to the planned premium shown may need to be made to keep this policy and coverage in force. Additional amounts are not guaranteed. Interest above the guaranteed interest rate is not guaranteed and the company has the right to change the amount of additional interest credited to the policy and the amount of cost of insurance or other expense charges deducted under the policy, which may require more premium to be paid than was illustrated, or the Policy Value may be less than was illustrated. Keeping the policy and coverage in force will be affected by factors such as: changes in the current cost of insurance rates; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the death benefit option; changes in the Total Face Amount; loan activity; withdrawals; and deductions for any applicable Supplementary Benefit riders that are attached to, and made a part of, this policy. Also refer to the Grace Period and Policy Termination provisions in Sections 10 and 11.

The policy value at the end of the No Lapse Guarantee Period shown on 3B may be insufficient to keep the policy in force. If so, higher premiums thereafter than what you have been paying will be required to keep the policy in force. Keeping the No Lapse Guarantee benefit in force will be affected by factors under your policy such as: the amount, timing, and frequency of premium payments; changes in the death benefit option; changes in the face amount; loan activity and partial withdrawals. You may contact us for more information about these requirements. The No Lapse Guarantee benefit terminates at the end of the No Lapse Guarantee period shown on 3B although the policy may still remain in force.

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1. POLICY SPECIFICATIONS (continued) - Policy 93 973 600

OTHER BENEFITS AND SPECIFICATIONS

Not Applicable

**1. POLICY SPECIFICATIONS (continued) - Policy 93 973 600****MAXIMUM EXPENSE CHARGES****Deductions from Premium Payments**

**Premium Charge** 8% of each premium paid

**Monthly Deductions:** the following charges are deducted monthly from the Policy Value

<b>Administrative Charge</b>	<b><u>Policy Years</u></b>	<b><u>Dollar amount</u></b>
	1	\$25.00
	2+	\$10.00
<b>Face Amount Charge</b>	\$0.6148 per \$1,000 of Base Face Amount for the first 10 Policy Years.	
<b>Cost of Insurance Charge</b>	Determined in accordance with Section 14. Maximum monthly rates per \$1,000 are shown in Section 2.	

**Other Charges**

**Surrender Charge** Charge deducted from the Policy Value during the Surrender Charge Period. See Sections 5 and 17 for details of when a Surrender Charge applies.

The Surrender Charge for the Base Face Amount at Issue is \$86,662.63.

There is no Surrender Charge for any Supplemental Face Amount.

The Surrender Charge will reduce monthly over the Surrender Charge Period until it becomes zero. The table below shows the applicable grading percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months). The amount to which the Surrender Charge is reduced at any time is determined by multiplying the initial amount of Surrender Charge by the percentage that is applicable at that interval during the Surrender Charge Period.

<b><u>Surrender Charge Period (Policy Year)</u></b>	<b><u>Maximum Percentage of Surrender Charge</u></b>	<b><u>Surrender Charge Period (Policy Year)</u></b>	<b><u>Maximum Percentage of Surrender Charge</u></b>
1	100.00%	9	87.50%
2	100.00%	10	75.00%
3	100.00%	11	62.50%
4	100.00%	12	50.00%
5	100.00%	13	37.50%
6	100.00%	14	25.00%
7	100.00%	15	25.00%
8	87.50%	16	0.00%

**Supplementary Benefit Rider Charges**

Charges for applicable riders are shown under Supplementary Benefits of this Section 1.

**Withdrawal Fee** \$25.00 per withdrawal

**1. POLICY SPECIFICATIONS (continued) - Policy 93 973 600****TABLE OF VALUES**

Refer to your policy provisions for details on the terms and values shown in this table.

Minimum Total Face Amount	\$ 100,000
Minimum Base Face Amount	\$ 100,000
Minimum Base Face Amount Decrease	\$ 10,000
No-Lapse Guarantee Period	
*Base Face Amount	First 9 Policy Years from Policy Date
Supplemental Face Amount (if elected)	First 2 Policy Years from Policy Date
Guaranteed Interest Account Annual Rate	Not less than 3%
Loan Interest Rate	As defined in Section 16
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.50%
Policy Years 11+	.25%
Minimum Loan Amount	\$500
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0024663
Partial Surrender Charge Decrease Exemption	10%

\*Electing to increase the Supplemental Face Amount after the Policy Date may reduce this period. Refer to Section 5 for details.

## 2. TABLE OF RATES - Policy 93 973 600

## A. RATE TABLE

Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
82	4.5636	1.3807			
83	5.0733	1.3545			
84	5.6400	1.3297			
85	6.2826	1.3063			
86	6.8695	1.2842			
87	7.7603	1.2628			
88	8.7003	1.2431			
89	9.7133	1.2247			
90	10.6571	1.2076			
91	11.1384	1.1910			
92	12.0927	1.1733			
93	13.5274	1.1552			
94	15.3719	1.1374			
95	17.7024	1.1197			
96	19.9736	1.1022			
97	22.3736	1.0836			
98	22.7915	1.0623			
99	24.2041	1.0350			
100	26.4942	1.0000			
101	29.0028	1.0000			
102	31.8878	1.0000			
103	35.1432	1.0000			
104	38.8726	1.0000			
105	43.0924	1.0000			
106	47.6414	1.0000			
107	52.5635	1.0000			
108	57.8160	1.0000			
109	63.6520	1.0000			
110	70.0659	1.0000			
111	76.7256	1.0000			
112	83.3333	1.0000			
113	83.3333	1.0000			
114	83.3333	1.0000			
115	83.3333	1.0000			
116	83.3333	1.0000			
117	83.3333	1.0000			
118	83.3333	1.0000			
119	83.3333	1.0000			
120	83.3333	1.0000			
121	0.0000	1.0000			

For attained Age 122 and above, the Maximum Monthly Rate per \$1,000 of Net Amount of Risk is 0 and the Minimum Death Benefit Factor is 1.0000. Maximum Monthly Rates are the same for the Base Face Amount and the Supplemental Face Amount and have been adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance rates as shown in Section 1.

### 3. DEFINITIONS

The term "Additional Rating" is an increase in the Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard Risk Classification.

The term "Age" means, on any policy anniversary, the age of the person in question at his or her birthday nearest that date.

The term "Annual Processing Date" means every 12th Processing Date starting with the Processing Date next after the Policy Date.

The term "Business Day" means any day that we are open for business.

The term "Cash Surrender Value" equals the Policy Value less the Surrender Charge.

The term "date" means a calendar day ending at midnight local time at our Service Office.

The term "Guaranteed Interest Account" is that part of the Policy Value which reflects the value you have in our general account.

The term "in force" means that the policy has not terminated in accordance with Sections 9, 10, or 11, or surrendered in accordance with Section 17.

The term "Issue Date" is the date shown in the Policy Specifications of this policy from which the Suicide and Incontestability provisions are applied.

The term "Loan Account" is that part of the Policy Value which reflects amounts transferred from the Guaranteed Interest Account as collateral for a policy loan.

The term "Minimum Initial Premium" means the minimum premium needed to put the policy in force and is shown in Section 1.

The term "Net Cash Surrender Value" equals the Cash Surrender Value less the Policy Debt.

The term "Net Policy Value" is the Policy Value less the value in the Loan Account.

The term "Net Premium" is the gross premium paid less any Premium Charge.

The term "Partial Surrender Charge Decrease Exemption" is the percentage of the Base Face Amount at Issue as shown in Section 1 in the Table of Values. This percentage is set at issue of the policy. This exemption applies to cumulative decreases in the Base Face Amount of insurance. Once cumulative decreases exceed this exemption, applicable Surrender Charges will apply. The exemption is not applicable to a full surrender of the policy or Net Cash Surrender Value withdrawals.

The term "Planned Premium" means the premium that is selected in the application for the policy, which is intended to be paid on a regular modal basis.

The term "Policy Date" is the date from which charges for the first Monthly Deduction are calculated. The Policy Date is shown in Section 1. Policy Years, Policy Months, and Policy Anniversaries are determined from the Policy Date.

The term "Policy Debt" as of any date equals (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;
- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

The term "Policy Value" is the sum of the values in the Loan Account and the Guaranteed Interest Account.

## 5. TOTAL FACE AMOUNT

The Total Face Amount is made up of two components: (i) the Base Face Amount, and (ii) any Supplemental Face Amount. Minimum Base Face Amount and the minimum Total Face Amount limits are shown in Section 1. Scheduled increases in any Supplemental Face Amount are elected on the application and if approved, their amounts, when they are to become effective and the Maximum Increasing Supplemental Face Amount will be shown in Section 1. If you request to cancel a scheduled increase, or request a decrease in your Supplemental Face Amount, that request will be honored but all scheduled increases for subsequent policy years will cease. Future increases to Supplemental Face Amount will be subject to the Company's normal underwriting practices. After the first Policy Year, while the Life Insured is alive and the policy is in force, unscheduled changes to the Supplemental Face Amount may be requested in writing. We reserve the right to limit the number of such unscheduled changes to one per Policy Year. We also reserve the right to limit the maximum and minimum amounts of unscheduled changes. All requested changes will be subject to our approval. You may not increase your Base Face Amount of Insurance under this policy.

### Increase in Supplemental Face Amount

As a condition of our approval of any unscheduled increase in Supplemental Face Amount, we may require evidence of insurability satisfactory to us. A minimum premium payment may also be required. When a requested change becomes effective, a change in future Planned Premiums will automatically be affected. Any change will be effective on the next Annual Processing Date after our approval. If an increase in Supplemental Face Amount is elected and approved after the Policy Date, any remaining No Lapse Guarantee Period for the Base Face Amount will be reduced to zero.

### Reduction of Total Face Amount

You may request a reduction in Total Face Amount any time after the first Policy Year while this policy is in force. Any reduction in the Total Face Amount will be implemented by first reducing any Supplemental Face Amount. We reserve the right to allow a reduction in Base Face Amount first. If there is a reduction in Base Face Amount, a charge may be deducted from the Policy Value. This charge will be equal to a proportionate part of the Surrender Charge that would have applied if the policy had been surrendered on the date the reduction in Base Face Amount takes effect. The proportion will be equal to the amount of the reduction in Base Face Amount which exceeds the Partial Surrender Charge Decrease Exemption divided by the amount of Base Face Amount in effect immediately before the reduction, less any applicable Partial Surrender Charge Decrease Exemption. This charge, without any Partial Surrender Charge Decrease Exemption, will also apply if a withdrawal, as described in Section 17, results in a reduction in Base Face Amount. Without our prior approval, the Base Face Amount cannot be reduced below the minimum as shown in Section 1. Any reduction in Supplemental Face Amount or Base Face Amount will be effective on the next Processing Date after our approval.

## 6. INSURANCE BENEFIT

If the Life Insured dies while the policy is in force, we will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date we receive a request from you to surrender the policy, no Insurance Benefit will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

### Insurance Benefit

The Insurance Benefit payable is:

- (a) the Death Benefit as described below; plus
- (b) any amounts payable under any Supplementary Benefit riders as a result of the Life Insured's death that form part of the contract; less
- (c) any outstanding Policy Debt at the date of death.

If the Life Insured dies during a grace period, the Insurance Benefit payable described above will be modified as follows:

- (a) the Insurance Benefit will be reduced by any outstanding Monthly Deductions due; and
- (b) the Policy Value used in the calculation of the Death Benefit will be the Policy Value as of the date of death of the Life Insured.

**8. PREMIUMS (continued)**

- (iii) If our receipt of any premium payment (or portion thereof) would cause a problem for the policy to qualify as a "life insurance contract" under the federal income tax laws, we will not process such payment or portion. However, in the case of certain other tax situations, we will process the payment (or portion thereof) on the first Business Day after we have received satisfactory written instructions from you.

You may pay premiums until the Life Insured reaches Age 121, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 13.

If any premium payment would result in an increase in the Minimum Death Benefit, we reserve the right to either refund the premium or to require evidence of insurability satisfactory to us for any increase in the Minimum Death Benefit.

**Continuation of Insurance Upon Discontinuance of Premium Payments**

If you discontinue paying premiums, we will continue taking the Monthly Deductions from the Policy Value. Your insurance coverage will continue subject to the No-Lapse Guarantee, Grace Period, and Policy Termination provisions in Sections 9, 10 and 11.

**9. NO-LAPSE GUARANTEE**

Your policy includes a No-Lapse Guarantee. The guarantee periods applicable to the Base Face Amount and to any Supplemental Face Amount are shown in the Table of Values in Section 1. During your No-Lapse Guarantee Period, if the Net Cash Surrender Value falls to zero or below, your policy will not go into default provided it satisfies the cumulative premium test.

**Cumulative Premium Test**

The test will be performed on any Processing Date that your policy would otherwise be in default in the absence of the No-Lapse Guarantee. Your policy will satisfy the test if the sum of the premiums received, less any Policy Debt, and less any withdrawals, taken on or before the date of the test, is equal to or greater than the sum of the monthly No-Lapse Guarantee Premiums due from the Policy Date to the date of the test. The test will exclude any period during which the Life Insured was totally disabled if the Total Disability Waiver Of Monthly Deductions Rider Supplementary Benefit is included in the policy. The No-Lapse Guarantee Premium is shown as an annualized amount in Section 1.

The No-Lapse Guarantee Premium may change if any of the following changes occur under your policy:

- (a) you add, terminate or change a Supplementary Benefit rider;
- (b) you change the Death Benefit Option under your policy;
- (c) there is a change in the Base Face Amount or the Supplemental Face Amount; or
- (d) there is a change in the Life Insured's Risk Classification, or if applicable, Additional Rating.

We will inform you of any change to the No-Lapse Guarantee Premium resulting from any such change. The revised premium will be effective from the date of the change. For the purpose of performing the Cumulative Premium Test, we will use the No-Lapse Guarantee Premium in effect as of the Policy Date up to the date of the change, including any revised premium in effect as of the date of a prior change.

**10. GRACE PERIOD****Default**

Subject to the No-Lapse Guarantee feature of the policy, the policy and any Supplementary Benefit riders will go into default if, at the beginning of any Policy Month, the Net Cash Surrender Value is less than or equal to zero after we take the Monthly Deduction that is due for that month.

**Grace Period Duration**

We will allow 61 days from the date the policy goes into default, for you to pay the amount that is required to bring the policy out of default. At least 15 and not more than 45 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record.

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**12. REINSTATEMENT**

If the policy terminates at the end of a grace period in which you did not make a required payment, the policy may be reinstated within 3 years from the date of default. The policy cannot be reinstated if it has been surrendered for its Net Cash Surrender Value.

The requirements for reinstatement are as follows:

- (1) we must receive written request for reinstatement;
- (2) we must receive evidence of insurability satisfactory to us for the Life Insured, and for any insureds covered under any Supplementary Benefit rider that you wish to reinstate;
- (3) we must receive a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for the next 3 Policy Months.

Requirements (2) and (3) must be satisfied within 60 days after the date we receive written request for reinstatement.

If we approve your request,

- (a) the reinstatement date will be the date we receive the required payment at our Service Office;
- (b) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (c) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (d) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated.

The limitation of the death benefit payable in the event of suicide occurring within two years after the Issue Date does not begin anew upon reinstatement.

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**13. COVERAGE AT AND AFTER AGE 121**

Coverage under this policy at and after the Life Insured's Age 121 is subject to the stipulations stated below.

**Death Benefit**

Any Supplemental Face Amount will be terminated, thereby reducing the Death Benefit by such amount. Apart from this change, the Death Benefit will be determined in the same respect as specified in Section 6.

**Premiums and Monthly Deductions**

We will not accept any further premium payments. We will cease to take Monthly Deductions for charges listed in Section 1.

**Credited Interest**

We will continue to credit interest monthly to your Policy Value.

**Policy Debt and Default**

New Loans will not be allowed at and after the Life Insured's Age 121. Loan interest will continue to be charged if there is an outstanding loan when Monthly Deductions and premium payments cease at the Life Insured's Age 121. Loan repayments will be accepted at and after the Life Insured's Age 121. The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10, Grace Period, and Section 16, Loans, will apply.

**Withdrawals**

Withdrawals will not be allowed at and after the Life Insured's Age 121.

**NOTE:** This policy may not qualify as life insurance after Age 121, and may, therefore, be subject to adverse tax consequences. Please consult a tax advisor before choosing to continue the policy after Age 121.

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**14. POLICY VALUE****Net Premiums Added**

When we receive your premium payments at our Service Office, we deduct a Premium Charge which will not exceed the amount shown in Section 1 and add the balance remaining (the Net Premium) to the Policy Value. We will do this before we take any deductions due on that Business Day. However, we will add any Net Premiums received before the Policy Date to your Policy Value as of the Policy Date.

While a loan exists, we will treat the amounts you pay as premiums unless you request in writing that they be treated as loan repayments. If you instruct us to do so, we will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

## **15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT**

The sum of the values in the Loan Account and the Guaranteed Interest Account, as described below, comprise the Policy Value.

### **Loan Account Value**

The amount you have in the Loan Account at any time equals:

- (a) amounts transferred to it for loans or borrowed loan interest; plus
- (b) interest credited to it; less
- (c) amounts transferred from it for loan repayment.

For details regarding the Loan Account, see Section 16.

### **Guaranteed Interest Account Value**

The amount you have in the Guaranteed Interest Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it; plus
- (c) interest credited to it; less
- (d) amounts deducted from it; less
- (e) amounts transferred from it; less
- (f) amounts withdrawn from it.

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Any additional interest will be credited no less frequently than annually. Beginning in policy year 11, if the credited rate of interest exceeds 3.14%, then such credited rate of interest will be increased by an amount equal to .15%. Additional interest is nonforfeitable after crediting except indirectly due to surrender charges. The rate or rates of interest will be determined prospectively and will be based on our expectations for the Guaranteed Interest Account's future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the minimum credited interest be less than the Guaranteed Interest Account Annual Rate shown in Section 1. The rate or rates of interest will be determined on a uniform basis for life insureds with the same timing and amount of premium, same amount of Policy Debt, and whose policies have been in force for the same length of time. For all transactions, interest is calculated from the date of the transaction.

## **16. LOANS**

At any time while this policy is in force and sufficient loan value is available, you can get a loan by written request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. We may require a loan agreement from you as the policy is the only security for the loan. We may defer loans as provided by law or as provided in Section 24. Loans may not be made if the policy is in the Grace Period as described in Section 10.

### **Available Loan Value**

The available loan value on any date is the Net Cash Surrender Value, less estimated interest and the Monthly Deductions due to the next Policy Anniversary. In no event, however, will the available loan value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 24, as of the end of the Business Day on which the loan application is received at our Service Office.

### **Loan Account**

When you take out a loan, or when loan charges are borrowed, we will transfer amounts from the Guaranteed Interest Account into the Loan Account

Interest is credited to the Loan Account and interest is also charged on the Policy Debt, as described in the Loan Interest Charged and Loan Interest Credited provisions:

**17. SURRENDERS AND WITHDRAWALS (continued)****Withdrawals**

Once per Policy Month after the first Policy Anniversary, you may request a withdrawal of part of the Net Cash Surrender Value if available. For each withdrawal we reserve the right to deduct a Withdrawal Fee as shown in Section 1. Withdrawals are subject to the following conditions:

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender must be at least equal to 3 times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which we receive your written request;
- (d) we will deduct a pro-rata Surrender Charge if the withdrawal occurs during the Surrender Charge Period, and the withdrawal results in a reduction in Base Face Amount;
- (e) we will reduce the amount of the withdrawal if the amount is not sufficient to pay the withdrawal plus the Withdrawal Fee and any pro-rata Surrender Charge; and
- (f) we will reduce the amount of the withdrawal if it would otherwise cause the Base Face Amount to fall below the Minimum Base Face Amount shown in Section 1.

If Death Benefit Option 1 is in effect at the time of the withdrawal, the Total Face Amount of the policy will be reduced:

- (a) by the amount of the withdrawal, if at the time of the withdrawal the Death Benefit equals the Total Face Amount; otherwise
- (b) by the amount, if any, by which the withdrawal (including any applicable pro-rata surrender charge and withdrawal fee) exceeds the difference between the Minimum Death Benefit and the Total Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

Withdrawals will reduce the Supplemental Face Amount first, and then the Base Face Amount. We reserve the right to allow a reduction in Base Face Amount prior to fully reducing the Supplemental Face Amount. If the Death Benefit on any given day is equal to the Policy Value times the applicable Minimum Death Benefit Factor, withdrawals on such day will reduce the Death Benefit by the amount withdrawn times the applicable Minimum Death Benefit Factor until the Death Benefit is equal to the Total Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13, subject to these provisions.

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal and Withdrawal Fee will be deducted from the Policy Value. Withdrawals will not affect the Total Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13.

At any time after the first Policy Year, you may apply the Net Cash Surrender Value to purchase a level amount of paid up whole life insurance under this policy. The amount of such paid up insurance and of the Surrender Value of that insurance will be calculated using the guaranteed maximum mortality charges and 4% interest. No further expense charges will be deducted. The Minimum Face Amount shown in the Policy Specifications section will not be applicable in determining the paid up amount. We may require evidence of insurability for any amount of insurance in excess of the Death Benefit under this policy on the date the Net Cash Surrender Value is applied.

The Net Cash Value and paid up nonforfeiture benefits are not less than the minimum values and benefits required by any statute of the state in which the policy is delivered.

**18. OWNER AND BENEFICIARY**

Until the Life Insured's death, without the consent of any revocable beneficiaries, you can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

**Change of Owner**

Until the Life Insured's death, the owner can change the ownership of the policy by written request. The change will take effect as of the date you signed the written request. It will not apply to any payments we made or any action we may have taken before we received your written request.

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## **20. MISSTATEMENTS**

If the age or sex of the Life Insured was misstated in the application, we will, if necessary, change the Base Face Amount, any Supplemental Face Amount, and every other benefit to that which would have been purchased at the correct age or sex by the most recent Cost of Insurance Charge.

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## **21. SUICIDE**

If the Life Insured commits suicide within 2 years from the Issue Date, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals.

If the Life Insured commits suicide after 2 years from the Issue Date or within 2 years from

- (a) the date we approve a schedule of increasing Supplemental Face Amount;
- (b) the effective date of any unscheduled increase in Supplemental Face Amount; or
- (c) the date of an increase in Death Benefit resulting from any payment of premium we are authorized to refuse under Section 4;

the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of premium that pertains to the increase.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

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## **22. INCONTESTABILITY**

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two Policy Years from the Issue Date, except for policy termination, or any provision for reinstatement or policy change requiring evidence of insurability. Any contest will be based on material misrepresentation.

In the case of reinstatement or any policy change requiring evidence of insurability, the contestable period shall be two years from the effective date of such reinstatement or policy change. In addition, for a policy change involving the approval of any unscheduled increase(s), the contestable period shall be two years from the date we approve such increase(s).

Any premium payment which we accept subject to insurability, and any increase in the Death Benefit resulting from such payment, shall be considered a policy change for purposes of this Section and will be subject to contest for a period of two Policy Years from the date of the policy change.

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## **23. THE CONTRACT**

The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy, such application, and any riders and endorsements. However, additional written requests or applications for policy changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the policy. Nothing is incorporated by reference. All statements made in any application shall be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

An exchange of this policy for a new policy on a different plan may be made by agreement between you and us in accordance with our published rules in effect at that time.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between you and us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for us.

93 973 600

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APPLICATION SUPPLEMENT

RETURN ONE COPY OF THIS FORM TO  
JOHN HANCOCK LIFE INSURANCE COMPANY  
HEAD OFFICE: 200 BLOOR STREET EAST  
TORONTO, CANADA M4W 1E5

TWO COPIES OF THIS FORM MUST BE SIGNED BEFORE THIS POLICY IS DELIVERED

POLICY NUMBER: 93 973 600

REGISTER: 20520

ON THE LIFE OF: LILLY SEGAL

JOHN HANCOCK LIFE INSURANCE COMPANY IS REQUESTED TO MAKE THE FOLLOWING  
ADDITIONS, CORRECTIONS AND AMENDMENTS IN THE APPLICATION DATED FEB 11, 2008. IT  
IS AGREED THAT THEY ARE TO BE OF THE SAME EFFECT AS IF CONTAINED IN THE  
APPLICATION.

THE POLICY IS ISSUED WITH CASH VALUE ACCUMULATION.

DATED AT.....THIS.....DAY OF.....YEAR.....  
(city/state)

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SIGNATURE OF PROPOSED  
LIFE INSURED (ANNUITANT)  
LILLY SEGAL

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SIGNATURE OF APPLICANT IF OTHER THAN  
PROPOSED LIFE INSURED (ANNUITANT)  
ALAN RUBINSTEIN, TRUSTEE